

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

Docket No. _____

Application of Combined Public Communications, LLC)	
For a Certificate of Public Convenience and)	
Necessity to Provide Intrastate Resold)	APPLICATION
Institutional Telecommunications Services and for)	
Alternative Regulation Within the State of South)	
Carolina)	

Combined Public Communications, LLC ("CPC" or "Applicant") pursuant to S.C. Code Ann. §58-9-280, as amended, and Section 253 of the Telecommunications Act of 1996, respectfully submits this Application for Authority to resell intrastate specialized inmate telecommunications services within the State of South Carolina. In addition, CPC requests that the Commission regulate its business as a reseller of intrastate telecommunications services for the purposes of providing specialized inmate telecommunications service offerings in accordance with the principles and procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C as modified by Order No. 2001-997 in Docket No. 2000-407-C.

In support of this Application, CPC respectfully states as follows:

1. The name and address of the Applicant are:

Combined Public Communications, LLC
100 Aqua Drive
Cold Spring, KY 41076
Telephone: (859) 547-5441
Facsimile: (859) 781-0087
Toll Free: (888) 843-1972
Website: www.cpcjail.com

2. All correspondence, notices, inquiries and other communications regarding this application should be sent to:

Frank R. Ellerbe III
 Sowell Gray Robinson Stepp & Laffitte, LLC
 PO Box 11449
 Columbia, SC
 Telephone: (803) 227-1112
 Facsimile: (803) 744-1556
 Email: fellerbe@sowellgray.com

with a copy to:

Sharon Warren, Consultant to Combined Public Communications, LLC
 Technologies Management, Inc.
 151 Southhall Lane, Suite 450
 Maitland, Florida 32751
 Telephone: (407) 740-3005
 Email: swarren@tminc.com

3. Contact person regarding ongoing operations of the Company is:

Cathleen K. Engle, President
 Combined Public Communications, LLC
 100 Aqua Drive
 Cold Spring, KY 41076
 Telephone: (859) 547-5441
 Facsimile: (859) 781-0087
 E-mail: cengle@combinedpublic.com

4. Description of Applicant

CPC was originally incorporated in the State of Ohio on November 29, 1994 as Combined Public Communications, Inc. On November 21, 2016 the Company converted to a Delaware limited liability company. The Company's Articles of Incorporation together with its authorization to do business in South Carolina as filed with the Secretary of State of South Carolina are provided in **Exhibit A.**

5. Proposed Services

CPC proposes to provide automated operator-assisted collect and prepaid calling services to inmates and other incarcerated persons in confinement institutions throughout the State of South Carolina. CPC's institutional calling services will be provided for use by inmates and other incarcerated persons in confinement institutions who place calls to family members, attorneys, bail bondsmen, or any other individuals the inmate is permitted to contact, subject to restrictions imposed by the correctional facility management personnel. CPC does not offer presubscribed services. CPC's telephone instruments are placed in detention areas such as cell blocks or day rooms. Each instrument is connected to a central control unit which restricts and controls calls placed by inmates. CPC's system and services allow inmates and other incarcerated persons to remain in contact with family, friends and other associates while still providing facility administrators with the necessary control over inmate communications.

Automated collect or prepaid calls may be placed by inmates within the confinement facility. These calls are backhauled to CPC's centrally located equipment, then routed to the PSTN. CPC's system is designed so that calls are completed only to those called parties who specifically accept the charges for a call. Equipment utilized by CPC requires a positive response from the called party before the connection is established and billing can begin.

In addition to call processing, CPC's systems offer restrictive call blocking and screening. These features provide the correctional facility with the maximum degree of control over telecommunications services and help to minimize fraud. Call blocking prevents calls to directory assistance, "0-", 800 numbers, pay-per-call services, and emergency numbers (including 911) in order to reduce prank calls and fraudulent use of long distance services. Access to other interexchange carriers is also denied. Call screening serves to eliminate harassing or threatening calls to individuals such as judges, sheriffs, witnesses or jury members. These two features also allow the institution to enforce telephone curfews (without manual intervention) by pre-setting the hours during which the system will process calls from a given telephone instrument.

As an institutional services provider, CPC does not have presubscribed customers and does not bill directly for its service. As a result, CPC does not assign telephone numbers. CPC's institutional calling services are for the use of inmates and other incarcerated persons in confinement institutions who place calls to family members, attorneys, bail bondsmen, or any other individuals the inmate is permitted to contact, subject to restrictions imposed by the correctional facility management personnel.

6. Officers and Directors and Legal Counsel

See **Exhibit B.**

7. Customer Service

CPC provides strong customer support service. For customer service inquiries, customers can either email or call a CPC representative. The Customer Service contact information is provided below:

Email: helpdesk@combinedpublic.com

Phone Number: (877) 998-5678

HOURS OF OPERATION

Monday through Friday: 8 AM - 8 PM EST

Saturday: 2 PM - 6 PM EST

Sunday: Closed

Closed on Major Holidays

ADDRESS

P.O. Box 76573

Highland Heights, KY 41076

Customers placing calls after hours may leave a voice mail which will be returned the following day. When circumstances require, additional support is provided from the Company's headquarters location between 9am and 5pm weekdays. The contact for resolution of customer complaints with the Commission is:

Cathleen K. Engle, President
 Combined Public Communications, LLC
 100 Aqua Drive
 Cold Spring, KY 41076
 Telephone: (859) 547-5441
 Facsimile: (859) 781-0087
 E-mail: cengle@combinedpublic.com

8. Financial Ability

In support of its financial ability to provide service, a copy of the CPC's most recent financial statement is submitted separately under seal, as Exhibit C, along with a Motion for Protective Treatment and Basis for Filing Exhibit C as a Trade Secret which is being filed simultaneously pursuant to Commission Order No. 2005-226. CPC is a privately held company that does not issue annual reports or submit any financial filings with the Securities and Exchange Commission. Applicant respectfully requests that the financial statements disclosed in connection with this Application be filed under seal, solely for the purpose of the Commission's and the Office of Regulatory Staff's review. CPC has sufficient financial resources to operate in South Carolina. CPC does not plan to construct facilities nor will it incur additional debt to operate in South Carolina.

9. Managerial and Technical Ability

CPC is well-qualified to provide the institutional telecommunications services requested in this Application as shown by the resumes of its key employees attached as **Exhibit D**. CPC is owned and operated by persons each with over twenty years of substantial telecommunications experience.

10. Proposed Service Territory and Tariffs

CPC is requesting state-wide authority to provide inmate telecommunications service offerings. Its tariff includes maximum rates. The current rates that customers will be charged will be shown on a price list that CPC will keep on file with the Commission and ORS. **Exhibit E** contains the proposed tariff of CPC.

11. Public Interest and Need

Approval of CPC's application will serve the public interest by allowing competitive carriers to enter the institutional calling services market, offering newer and better technology in the provision of

service and additional choices for institutional communications, thus reducing costs and improving security.

12. Waivers and Regulatory Compliance

Combined Public Communications, LLC requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service providers. Such rules are not appropriate for competitive providers and constitute an economic barrier to entry into the local exchange market.

- A. CPC requests that it be exempt from any financial recording rules or regulations that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). As a competitive provider, CPC currently maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP"). GAAP is used extensively by interexchange carriers. Since CPC utilizes GAAP, the Commission will have a reliable method by which to evaluate CPC's operations. Therefore, CPC requests to be exempt from any and all USOA requirements of the Commission.
- B. In addition, CPC requests a waiver of S.C. Reg. 103-610, and to be allowed to maintain its books and records at its headquarters location in Cold Spring, KY. In the event that the Commission finds it necessary to review CPC's books, this information will be provided upon request to the Commission or CPC will bear the expense of travel for the Commission staff to examine the books and records located outside of South Carolina.
- C. CPC requests a waiver of 26 S.C. Regs. 103-612.2.3, the requirement to file operating maps with the Commission since CPC intends to offer its services statewide. The waivers requested above have been granted under similar situations, and Applicant requests that the Commission provide it similar treatment.
- D. CPC finally requests waivers of any reporting requirements that are not applicable to competitive providers such as CPC because such requirements (a) are not consistent with the demands of the competitive market; or (b) they constitute an undue burden on a competitive provider, thereby requiring an ineffective allocation of resources.

CPC reserves the right to seek any regulatory waivers which may be required for CPC to compete effectively within the states' resale market.

13. Alternative Regulation

CPC requests that it be allowed to file a tariff that includes maximum rates for its services, accompanied by a current price list showing rates at or below the maximum rates. CPC further requests the authority to revise its current price list below the maximum rates by filing revised price lists from time to time. CPC commits that its actual charges at any point in time will be the charges shown on the current price list on file with the Commission and the Office of Regulatory Staff.

Wherefore, Combined Public Communications, LLC respectfully petitions this Commission for authority to operate as a specialized inmate telecommunications service provider in the State of South Carolina in accordance with this Application, for alternative regulation of its long distance business service offerings, and for such other relief as it deems necessary and appropriate.

Dated this 10th day of August, 2017.

s/Frank R. Ellerbe, III

Frank R. Ellerbe, III [SC Bar No. 1866]

Sowell Gray Robinson Stepp & Laffitte, LLC

1310 Gadsden Street

P.O. Box 11449

Columbia, SC 29211

Telephone: (803) 227-1112

Facsimile: (803) 744-1556

Email: fellerbe@sowellgray.com

Attorneys for Combined Public Communications, LLC

Combined Public Communications, LLC

SCHEDULE OF EXHIBITS

Exhibit A	Evidence of Authority to do Business in South Carolina Certificate of Formation Certificate of Conversion
Exhibit B	Officers, Directors and Legal Counsel
Exhibit C	Financial Statements (CONFIDENTIAL)
Exhibit D	Resumes of Key Employees
Exhibit E	Proposed Tariff

Combined Public Communications, LLC

EXHIBIT A

Certificate of Authority to do Business in South Carolina

Certificate of Formation

Certificate of Conversion

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authority

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

COMBINED PUBLIC COMMUNICATIONS, LLC,
a limited liability company duly organized under the laws of the State of Delaware, and issued a certificate of authority to transact business in South Carolina on May 9th, 2017, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-809, and that the company has not filed a certificate of cancellation as of the date hereof.

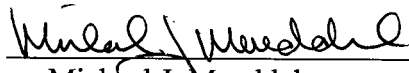
Given under my Hand and the Great Seal
of the State of South Carolina this 6th day
of July, 2017.


Mark Hammond, Secretary of State

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- First:** The name of the limited liability company is Combined Public Communications, LLC
- Second:** The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801 in the county of New Castle. The name of its Registered Agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Combined Public Communications, LLC, this 21 day of November 2016.

By: 
Michael J. Moeddel
Authorized Person

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY ACT

- 1.) The jurisdiction where the Corporation first formed is Ohio.
- 2.) The jurisdiction immediately prior to filing this Certificate is Delaware.
- 3.) The date the corporation first formed is November 29, 1994.
- 4.) The name of the Corporation immediately prior to filing this Certificate is
Combined Public Communications, Inc.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of
Formation is Combined Public Communications, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the
21 day of November, A.D. 2016.

By: Michael J. Moeddel
Authorized Person

Name: Michael J. Moeddel
Print or Type

Combined Public Communications, LLC

EXHIBIT B

Officers, Directors and Legal Counsel

Combined Public Communications, LLC is privately owned, wholly-owned subsidiary of Client Telephone Solutions, LLC, a Delaware limited liability company.

The following individuals serve as officers of Combined Public Communications, LLC and may be reached through the company's corporate headquarters at 100 Aqua Drive, Cold Spring, KY 41076.

Officers:

Cathleen Engle	President/Treasurer
Jonathan Brooks	Chief Financial Officer

Legal Counsel:

Frank R. Ellerbe III
Sowell Gray Robinson Stepp & Laffitte, LLC
1310 Gadsden Street
PO Box 11449
Columbia, SC 29211
Telephone: (803) 227-1112
Facsimile: (803) 744-1556
Email: fellerbe@sowellgray.com

Combined Public Communications, LLC

EXHIBIT C

FINANCIAL STATEMENTS

**CONFIDENTIAL & PROPRIETARY
FILED UNDER SEAL**

Combined Public Communications, LLC

EXHIBIT D

Resumes of Key Employees

Cathie Engle

<i>Experience</i>	2000-Present	Combined Public Communications, LLC Sales and Marketing Responsibilities include: Securing new payphone accounts. Renewing existing payphone accounts.	Cincinnati, OH
	1998-2000	Cincinnati Bell Telephone Sales & Marketing Public Telephone Department Responsible for contracting new payphone accounts.	Cincinnati, OH
	1984-1998	Cincinnati Bell Telephone Coin Telephone Installer/Repairperson Installed and repaired coin operated telephones. Installed and repaired non-coin operated telephones and switches.	Cincinnati, OH
	1980-1984	Cincinnati Bell Telephone Test Desk Technician Tested residential and business telephone lines. Assisted outside craft personnel troubleshooting cable.	Cincinnati, OH
	1977-1980	Cincinnati Bell Telephone Residential Telephone Installer Installed and repaired residential telephone lines.	Cincinnati, OH
	1976-1977	Cincinnati Bell Telephone Operator Processed operator assisted calls from customers.	Cincinnati, OH

Jonathan Neal Brooks IV, CPA MBA

1019 Campo Court, Union KY 41091

Home: 859.525.8633

Mobile: 859.496.1251

Email: jnbrooksiv@gmail.com

A bottom-line driven Senior Financial and Operational executive with a unique ability to maximize return on existing assets supported by increasing responsibility throughout a 20+ year career spanning a variety of industries. An executive with proven accomplishments in the productive leadership over all aspects of finance and operations including information technology, manufacturing, assembly, distribution, sales, customer service, administration and human resources. My combination of broad industry experiences and business leadership skills allows me to consistently manage complex projects, lead high-quality performance, motivate teams and implement efficient processes that ensure consistent results, improve asset utilization and drive shareholder value, therefore ensuring the highest level of customer service. A strong communicator with outstanding public speaking skills, effective negotiator and motivational team builder, able to communicate difficult messages, align non-congruent teams and rally team members around a common cause. An executive respected for a wide range of business knowledge, financial acumen, leadership ability, integrity and a passion for success of the entire team.

Industries Served Directly and/or in a Consultancy Role:

Wholesale Distribution - Domestic and Import

Financial – Energy Brokerage

Manufacturing – Plastic (Vacuum Formed, Extruded and Fabricated)

Higher Education – Colleges and Universities

Healthcare – Hospital and Physician Practices

Manufacturing – Baked Goods

Retail – Grocery and General Merchandise

Manufacturing and Import– Furniture

Retail – Auto Dealership

Manufacturing – Lighting

Real Estate – Commercial and Multi-family

Manufacturing – Grain Processing

Real Estate – Single Family Development (including

Manufacturing – Transformers

Country Club Operations)

Manufacturing and Import - Tools and Fasteners

Real Estate – Real Estate Investment Trusts

Financial – Commodity Trading

Rental - Specialized Equipment

Executive Career Highlights

Combined Public Communications

2017-Present

Chief Financial Officer

NESCO

2013-2016

Vice President, Chief Financial Officer

Recruited to replace retiring CFO and lead the company through a liquidity event. Overall responsibility for finance, information technology, legal and corporate administration of an enterprise with approximately \$200 million in revenue, \$110 million in EBITDA and 120 employees.

- **Led a successful liquidity event** at a valuations in the 8+X EBITDA range, successful completion of due diligence with three interested parties, completed a success \$500M High Yield Offering in under 60 days as well as the placement of a \$250M ABL facility.
- **Led improvements in the finance function in the face of tragedy**, early in my tenure the controller suddenly passed away. We successfully improved overall financial reporting quality and speed, executed at a high level towards the requirements of the above mentioned transaction and built team chemistry through compassion and communications.
- **Led the implementation of improved management reporting**, through the development of real time management dashboards within the company's intranet to communicate spending by department versus budgeted expectations and

prior periods, monthly executive dashboards to quickly and easily summarize key value drivers and illustrate business trends.

SENCO Brands

2009-2012

Company was successfully recapitalized in 2012 and I elected to depart

Vice President Finance, Chief Financial Officer

Recruited to fill the void of CFO created by the removal of the incumbent upon the private equity purchase of the company from the bankruptcy trustee. Overall responsibility for finance, information technology, customer service as well as distribution and logistics for an enterprise with approximately \$140 million in sales, 500 employees and multiple locations.

- **Led efforts to reduce monthly close cycle from 20+ days the month prior to my arrival to 2 days within 14 months**, through use of best practices knowledge and prior experiences coupled with leveraging of existing technology.
- **Led the construction of a monthly analysis package which provides MD&A like analysis to PE partners and stakeholders with 4 days of month/quarter end** all while reducing proposed audit adjustments from well over 100 prior to my arrival to point where all proposed adjustments were passed due to materiality in the most recently completed audit.
- **Led the successful implementation of JD Edwards** which involved the displacement of approximately 6 legacy systems with were replaced by one comprehensive ERP solution. Entire implementation resulted in only four (4) modifications to core code and was completed on time and within 20% of original budgeted estimates.
- **Requested by the CEO of takeover responsibility of the distribution and logistics operation during a failed conversion from a 3PL to an in-house operation.** Within 48 hours assessed the situation and implemented counter measures to stabilize the situation. Led the implementation of daily reporting to the entire organization regarding performance of the distribution and logistics function to ensure complete transparency and responsiveness to all stakeholders. Without the benefit of a warehouse management system implemented automated solutions to ensure accuracy from receipt to shipment while implementing a cycle count procedure that is achieving 98+% accuracy.
- **Reduced overall financial staff costs by 35+% with process enhancements and a focus on automation**
- **Reduced overall IT staff costs by 55+% by empowering end users to functional leads through the ERP implementation process and supporting them with technical back-up resident in the IT function.**

Kuhlman Electric Corporation

2006 - 2009

Company was recapitalized and PE exit event occurred in 2008 with a sale to ABB

Vice President Finance, Chief Financial Officer and Secretary

Recruited to fill the void of CFO created by the promotion of the former CFO to CEO and to specifically help prepare the Company for the ultimate exit event from private equity ownership. Overall responsibility for finance, information technology, corporate administration, legal as well as payroll and benefits for an enterprise with approximately \$300 million in sales, 750 employees and multiple locations.

- **Led financing efforts placing a \$165 million term loan, \$25 million revolver and a \$50 accordion feature in August of 2007 (the early stages of the current credit crisis).** The financing led to the payment of an approximately \$125+ million dividend to our shareholders.
- **\$500+ million successful exit event**, co-led with CEO. Primary responsibility for construction of management presentations, confidential offering memorandum, virtual data room content and due diligence process.
- **Identified and obtained \$500,000 in annual tax savings** related to manufacturing tax credits. Savings identified through a review of current tax positions where during which I noticed this credit had been overlooked.
- **Led the effort to rewrite and implemented revised salaried policies and procedures** with a focus on consistency across operating locations and compliance with current laws and regulations. Preparing the Company for eventually Sarbanes-Oxley compliance under the new publicly-held owner.
- **Led financial and administration integration post exit event with acquirer without any interruption to customer service and continued timely and accurate financial reporting.** From development of integration task list to full implementation, including but not limited to a plant closure, integration of financial systems, transitioning of material contracts and post acquisition legal entity restructuring.

Ernst and Young**2005 – 2006**

AGREED UPON TEMPORARY ASSIGNMENT UNTIL NEXT CFO ROLE

Senior Manager Business Risk Services

Recruited to lead the formation of the firm's Business Risk Services (i.e., Sarbanes Oxley compliance and overall enterprise risk management assistance) practice in the Kentucky market.

Responsible for all aspects of recruiting, financial planning, sales and marketing as well as service delivery.

Within the first 30 days defined total available market, identified key constituencies within that market as well as our go to market strategy. Within first 60 days completed assessment of existing staff, required resources based upon growth strategy and began executing our strategy of growth.

In addition to focusing on the start-up activities in the Kentucky market I have participated in a client serving role as the primary Business Risk Services executive for a several large public companies

Display Specialties, Incorporated, Wilder, KY**2002 – 2005****Chief Financial Officer**

Recruited originally as the Executive responsible for all aspects of financial operations (with a staff of 8 professionals) for an approximately \$40 million operation with 140 employees. Selected as one of four executive committee members by ownership. This role included responsibility for corporate strategy, acquisition evaluation and corporate governance.

In addition to the above responsibilities, directed all aspects of manufacturing operations with approximately \$2 million in annual production of printed, vacuum formed and fabricated plastic products. Accepted responsibility for all distribution functions of the company. The distribution operation volumes consist of over 70,000 small parcels and 19,000 pallet shipments annually involving up to three warehouse locations. Additional responsibilities included facilities and maintenance, providing leadership and oversight of international transactions including operations in China as well as Eastern Europe. Administrative responsibilities included corporate risk management and litigation as well as review and negotiation of significant contracts. Served as the Executive overseeing all aspects of information technology which included a Windows NT network environment, Oracle database and applications running on an HP UNIX Server.

- **Credited with introducing the company to the "ABC Cost of Doing Business"** which contributed to the successful rationalization and alignment of company resources. Customers and products were analyzed to determine the 75/15/10 (traditionally, the 80/20). Cross functional resources in sales, sales service and finance were aligned to serve "A" customers as teams of professionals.
- Provided the original design of a service matrix which was refined by a team of associates. Once implemented, this approach reduced customer service expense from a high of 4% of sales to a current level of 2.8% of sales.
- **Credited with leading the transformation to contract manufacturing** and improving profitability by an estimated 20% (or \$300,000 in annual margin improvements and operating cost elimination) with the reduction in total acquired cost and fixed operating expenses. This transformation allowed DSI to focus on core competencies and create a more nimble organization.
- **Key input in development of connectivity between sales force and critical customer data** which improved customer response time and efficiency of sales professionals. Implemented daily email delivery of key customer order data, wireless communication devices on the blackberry platform and enhanced flexibility to communicate with customer electronically.
- **Strategic leader in the development of the company's first e-commerce initiative** with the launch of a full service B to B website containing over 1,000 SKU's in support of a strategic business unit start up with a potential market of over \$40 million annual. Total project cost of less than \$50,000. Please see version 1.0 at www.shopdsi.com.
- **Strategic leader in reduction of operating expenses** through timely and meaningful benchmarking of key financial data and efficiency measures. Reduction of operating expenses during this period of sales decline from 31+% of sales to below 20% (which translated to approximately \$2.4 million annually) with process automation, staff reductions and redeployment as well as a relentless focus on the ABC (see above).
- **Achieved process automation and efficiencies with no material investment** in hardware, software or ancillary items. Set a vision of what could be as the leader of IT and focused team members around maximizing current infrastructure and abilities without consideration for incremental investment. Identified strategic advantages of utilizing previously untapped Oracle applications (WIP and MRP) and executive oversight of the implementation of these applications.
- **Negotiated the ultimate disposition of a non-strategic, failing division.** Identified a potential buyer, led the due diligence activities from the seller's perspective and ultimate lead on the formation of the transaction, negotiation of terms

and finalization of all aspects of the divestiture. The result of this transaction was a return of all working capital to the parent company, release from all operating commitments as well as a defined earn out stream which will provide an additional return on a business with one customer (i.e., 85+% of division revenues) which canceled its contract during the negotiations of this transaction with the ultimate buyer.

ARTHUR ANDERSEN LLP, Louisville, KY

1992 – 2002

Senior Audit Manager, 09/01 – 06/02 (*promoted one year ahead of normal track*)

Supervised all assigned client engagements, that included: fee negotiations; resource allocation; identification consultation and resolution of technical issues; guiding work flow and ensuring established deadlines are met; ensuring client satisfaction throughout any engagement process; ensuring services delivered meet the standards of Arthur Andersen. Considered to have a high level of technical competence relative to authoritative accounting and auditing literature. Led practice management efforts relative to staff utilization working capital management, project profitability and market share/growth initiatives. Increased net fee per hour over 20% (from approximately \$100 to \$120 per hour) year over year on fixed fee arrangements through proper planning, real time proactive supervision and focus on efficiencies.

Hands-on experience with mergers and acquisitions from \$10 million to \$500 million plus. Engagement team leader and executive management point of contact for target assessment due diligence activities. An active role throughout the due diligence process including transaction structuring, execution of due diligence activities, formulation of key documents, assessment of key employees as well as design and implementation of integration activities.

Considered a leader in sales and marketing efforts in the Ohio Valley Region. Leading sales and marketing efforts in the Louisville market ranging from cold calling executives to orchestrated mailing / communications / campaigns. Served in a leading sales role while selling in excess of \$1 million in professional services over a three year period (including recurring work in excess of \$400,000 per annum).

Educational Achievements and Professional Development

Graduate

UNIVERSITY OF NOTRE DAME
Master of Business Administration
Magna Cum Laude

Undergraduate

BELLARMINE COLLEGE
Bachelor of Arts – Accounting
Presidential Scholar
President of the Bellarmine College
Accounting Association

Member, American Institute of Certified Public Accountants (AICPA)
Past Board Member, Energy Management Services, Inc, Versailles,
Kentucky
Past Member, The Center for Quality Management (CQM)
Past Member, Northern Kentucky Little League Board of Directors and
Youth Sports Coach
Past Volunteer, School-wide coordinator and classroom instructor for
Junior Achievement, Immaculate Heart of Mary School

Brett E. Ruschman

(859) 250-9125 • bruschman@combinedpublic.com

SKILLS

- Proven management (people/projects/businesses), analysis, and problem solving expertise
- Strong customer service, communication, and collaborative skills
- Outstanding ability to balance many activities at once with high levels of success
- Exceptional talent to get along with everyone no matter their background, knowledge level, skill set, or beliefs

WORK

EXPERIENCE

Combined Public Communications, Cold Spring, KY

Inmate Telephone Systems and other services for the Corrections Industry

Vice President of Technology

September 2010 – Present

- Roles timeline:
 - Network Engineer: 9/2010
 - IT Director: 1/2012
 - IT Special Projects Manager: 4/2013
 - VP of Technology: 11/2016
- Ownership timeline
 - Patel Services: 11/2012 – 11/2016
 - CyberPath Services: 1/2013 – 11/2016
 - CPC: 11/2016 – Present
- Owned and operated two separate sister companies offering other services to correctional institutions as well as business customers. When these companies were sold and allocated to a new main company in 11/2016, I retained ownership of the overall entity.
- Manage special projects as assigned including video visitation software and hardware creation and production as well as kiosk software development and deployment.
- Documented processes for design, installation, and support of new and existing products, facilities, and technologies.

Campbell County Fiscal Court, Newport, KY

Director of Information Technology/Project Manager

September 2005 – Sept 2010

- Negotiate, purchase and support hardware and software systems for all 14 Fiscal Court county offices including all PCs, servers, routers, switches, firewalls, 3Com VoIP, Citrix, and the 50+ applications needed for the County to do business.
- Manage employees in a team environment.
- Perform security assessments with “trusted hackers” to ensure network is secure.
- Design & maintain the IT Infrastructure and Disaster Recovery plans for the County’s new Administration Building along with the architects and engineers.
- Non-IT: Managed two remodel projects for the Annex building and the Alexandria branch of the Clerk & Driver’s License Office totaling ~\$175,000 in expenditures.

Hewlett-Packard, Cincinnati, OH

Global LAN Technology Owner for P&G Account

October 2004 – September 2005

- Technically evaluated and tested LAN switches and corresponding software (Cisco, HP ProCurve) for customer-driven interoperability with current install base for globe.
- Single-handedly created and updated documentation to generate standards based configurations for hardware and software installs on a global basis.

Procter & Gamble, Cincinnati, OH

Network Operations LAN Admin. (Band 1 Manager) May 2002 – October 2004

- Built and maintained Cisco LAN components providing 24 by 7 sustainability.
- Supported 125 Cisco catalysts including 2900, 5500, and 6500 model switches in a multi-layered switch network.

EDUCATION

Xavier University, Cincinnati, OH

Master of Business Administration

Graduation Date: August, 2006

GPA: 3.76/4.0

Thomas More College, Crestview Hills, KY

Bachelor of Arts Degree in Computer Information Systems

Associate of Arts Degree in Business Administration

Graduation date: May 11, 2002

GPA: 3.86/4.0

Combined Public Communications, LLC

EXHIBIT E

Proposed Tariff

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

TELECOMMUNICATIONS TARIFF
OF
Combined Public Communications, LLC

This tariff contains the rules, regulations, descriptions, and rates applicable to the furnishing of institutional telecommunication services provided by Combined Public Communications, LLC ("Combined") within the State of South Carolina. This tariff is on file with the Public Service Commission of South Carolina. Copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	25	Original	*
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*	31	Original	*
7	Original	*			
8	Original	*			
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			

* - indicates those pages included with this filing

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

TABLE OF CONTENTS

Description	Page
TITLE PAGE	Title
CHECK SHEET	1
TABLE OF CONTENTS	2
EXPLANATION OF SYMBOLS	3
TARIFF FORMAT	4
SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS	5
SECTION 2 - RULES AND REGULATIONS	7
SECTION 3 - DESCRIPTION OF SERVICES AND RATES	21
SECTION 4 - CONTRACTS	30
SECTION 5 – CURRENT RATES	31

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C)** - To signify Changed Regulation.
- (D)** - Delete or Discontinue
- (I)** - Change Resulting in an Increase to a rate
- (M)** - Moved from Another Tariff Location
- (N)** - New
- (R)** - Change Resulting in a Reduction to a rate
- (S)** - Matter Appearing Elsewhere or Repeated for Clarification
- (T)** - Change in Text But No Change to Rate or Charge
- (Z)** - Correction

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

TARIFF FORMAT

- A. Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the Original Sheet 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Ancillary Service Charge – Any charge Consumers may be assessed for the use of Inmate Calling services that are not included in the per-minute charges assessed for individual calls.

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff. In the case of collect-only calling services provided to Inmates of Confinement Institutions, the Inmate is the Authorized User.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - The South Carolina Public Service Commission.

Company or Carrier - Combined Public Communications, LLC, unless otherwise clearly indicated.

Confinement Institution - Used throughout this tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with Combined Public Communications, LLC for the provision of service for use by their Inmate population.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. In the case of collect-only calling services provided to Inmates of Confinement Institutions, the called party is the Customer and is responsible for payment of charges.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Inmates - The confined population of Institutions.

Jail – A facility of a local, state or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; (3) post conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement.

Pay Telephone - Telephone instruments provided by the Customer or Institution for use by its guests, patrons, visitors, transient third parties or for use by Inmates of Confinement Institutions. Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

Prison – A facility operated by a territorial, state or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences longer than one year.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

The Company's services and facilities are furnished to inmates of correctional institutions for communications originating and terminating within the Commonwealth of South Carolina. The Company's services and facilities are furnished for communications originating at specified points within the Commonwealth of South Carolina under terms of this Tariff.

The Company provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This Tariff is applicable to telecommunications services provided by the Company within the state of South Carolina.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Payment and Credit Regulations****2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the South Carolina Public Service Commission. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Payment and Credit Regulations, (Cont'd.)****2.3.2 Deposits**

The Company reserves the right to examine the credit record of the Customer, using any lawful sources for determining credit standing. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be no greater than three months' estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprized that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full with interest as required by law or regulations. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

Interest on deposits held will be paid annually at the interest rate prescribed by the Commission, unless the Customer's account is delinquent on the anniversary date of the deposit, in accordance with the provisions of SC PSC regulation 103-621. Interest may be paid by refund or credit to the Customer's bill.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.3.3 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Payment and Credit Regulations, (Cont' d.)****2.3.4 Payment Due Date and Late Payment Charges**

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due. A late payment fee of 1.5% per month will be applied to any past due balance. A penalty charge will not be applied to a prior penalty amount.

2.3.5 Return Check Charge

A return check charge of \$25.00 or \$30.00 for returned checks over \$100.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to South Carolina law and South Carolina Public Service Commission regulations.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Taxes and Fees**

- 2.4.1** For Debit Card calls, if offered, state and local taxes are included in the stated rates in this tariff. For all other calls, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.4.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.4.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Taxes and Fees, (Cont'd.)****2.4.3, (Cont'd.)****A. Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call	\$0.30
---------------	--------

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Refunds or Credits for Service Outages or Deficiencies****2.5.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.6 herein. No credit is issued for outages less than 2 hour in duration. Credit for outages greater than 2 hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)****2.5.2 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6 Liabilities of the Company

2.6.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

2.6.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Liabilities of the Company, (Cont'd.)**

- 2.6.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.6.4** The Company will provide credit on charges disputed by Customer verbally or in writing that are verified as incorrect by Company. If objection is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Refusal or Discontinuance by Company**

- 2.7.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore services as soon as it can be provided without undue risk.
- 2.7.2** The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency:
- A.** Upon ten (10) days' written notice, for non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - B.** For use of telephone service for any purpose other than that described in the application.
 - C.** Upon ten (10) days' written notice, for neglect or refusal to provide reasonable access to The Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents, after negotiations for corrective action have failed.
 - D.** Upon ten (10) days' written notice, for noncompliance with or violation of Commission regulation or rules and regulations on file with the Commission, after reasonable efforts to obtain Customer compliance have failed.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Refusal or Discontinuance by Company, (Cont'd.)****2.7.2 Cont'd.**

- E.** For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- F.** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- G.** Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Limitations of Service

- 2.8.1** Service will be furnished subject to the continuing economic availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.8.2** The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.8.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.8.4** The Company reserves the right to discontinue the offering of any service with proper notice or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Use of Service**

Service may be used for any lawful purpose for which it is technically suited.

2.10 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.12 Restoration of Service

Restoration of service shall be accomplished in accordance with South Carolina Public Service Commission and FCC rules and regulations.

2.13 Other Rules

2.13.1 The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES**3.1 General**

Combined Public Communications, LLC provides Pay Telephone and operator assisted calling services for use by Inmates of prisons, jails or other Confinement Institutions for communications originating and terminating within the Commonwealth of South Carolina. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service. Inmate access to the Company's services may be restricted by the administration of the Institution served.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of The Company's services and network. No installation charges apply. Where service is provided on a sent-paid basis by deposit of coins or other currency, the Company will round up call charges to the next \$0.05 increment.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**3.2 Timing of Calls**

Billing for calls placed using the Company is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** Unless otherwise specified in this tariff, the minimum initial period for billing purposes is one (1) minute.
- 3.2.4** Unless otherwise specified in this tariff, billing for usage after the initial period is in full one (1) minute increments.
- 3.2.5** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**3.3 Institutional Operator Assisted Calling**

Institutional operator assisted service allows inmates to place collect calls through an automated call processing system. The call processing system prompts the inmate and the called party such that the call is completed without live operator assistance.

A number of special blocking and screening capabilities are available with institutional operator services provided by The Company. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the institution.

For services provided to inmates of institutions, the following special conditions apply:

3.3.1 For services provided to Inmates of Institutions, the following special conditions apply:

- A.** Calls to "900", "976" or other pay-per-call services are blocked by the Company.
- B.** At the request of the Institution, the Company may block Inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- C.** At the request of the Institution, the Company may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- D.** At the request of the Institution, the Company may block Inmate access to specific telephone numbers.
- E.** Availability of the Company's services may be restricted by the Institution to certain hours and/or days of the week.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.3 Institutional Operator Assisted Calling, (Cont' d.)

3.3.1 For services provided to Inmates of Institutions, the following special conditions apply (continued):

- F.** At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning the Company's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- G.** At the request of the Institution, the Company may impose time limits on local and long distance calls placed using its services.
- H.** At the request of the Institution, equipment may be provided which permits monitoring of Inmate calls by legally authorized government officials.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**3.4 Prepaid Institutional Service****3.4.1 Description of Service**

Prepaid Institutional Service provides alternative methods for inmates in Confinement Institutions and their families to communicate with each other. Prepaid Institutional Service calls are originated by inmates in confinement institutions. Calls are made by dialing a toll-free access number or other access dialing sequence. Depending on the facility, a Personal Account Code may also need to be entered.

Two account options are available. The first option, the Commissary Card Account, allows the inmate (via the Institution personnel) to set up his/her own prepaid account at the Confinement Institution; the second option, the Customer Account, allows the called party who receives collect calls from inmates (Customer) to set up his/her own prepaid account.

A. Option A: Commissary Card Account

With a Commissary Card Account, a prepaid account is set up by the Company with the Institution's commissary. The inmate may purchase a card in any denomination. The Company assigns an authorization code to the inmate, and provides instructions for accessing and using the service. All deposits to the account are paid to and handled by the Institution. The Company receives payment from the Institution; it does not engage in direct monetary transactions with the inmate.

Applicable rates for service are printed on the card. The inmate may make calls up to the total amount purchased on the card. Network usage is deducted from the Available Usage Balance on the card on a real time basis as the call progresses. The Company's system automatically informs the caller when there is a five-minute Available Usage Balance remaining on the card.

No minimum service period applies. Available Usage on the Customer's card is non-refundable, except in the event a call is unable to be completed due to equipment failure. Cards are not renewable. All calls must be charged against a card that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the card is insufficient to continue the call.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**3.4 Prepaid Institutional Service, (Cont'd.)****3.4.1 Description of Service, (Cont'd.)****B. Option B: Customer Account - Direct Pay**

With a Customer account, the Company is notified by parties (Customers) who receive collect calls from inmates in Confinement Institutions that they wish to establish a prepaid account. A prepaid account is then set up by the Company for the Customer. After the account is established, the inmate will receive an authorization code, and instructions for accessing and using the service. If the payment into the account is provided via the Customer's credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. Deposits to the account are paid to and handled by the Company via arrangement with a specified financial institution. The Company does not engage in direct monetary transactions with the inmate.

The inmate may make calls up to the total amount in the prepaid account. Network usage is deducted from the Available Usage Balance on the card on a real time basis as the call progresses. The Company's system automatically informs the caller when there is a five-minute Available Usage Balance remaining in the account. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance in the Account is insufficient to continue the call.

Prepaid Institutional Service rates are not distance or time of day sensitive. Holiday discounts do not apply. Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in Customer's Prepaid Account in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Account balances as well as rates and charges are available from the system upon access to place a call.

Prepaid Institutional Service is available 24 hours a day, seven days per week. The number of available accounts is subject to technical limitations. Accounts will be made available to Customers at the discretion of the Institution. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Confinement Institutions. No minimum service period applies.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**3.4 Prepaid Institutional Service, (Cont'd.)****3.4.2 Prepaid Institutional Service Rates and Charges****A. All Prepaid Services**

The following rates include all taxes, surcharges, and fees, and apply to all intrastate calls.

1. Local Services Rates and Charges

a.	Option 1	Maximum
	Rate Per Minute:	\$0.45
b.	Option 2	
	Rate Per Minute:	\$0.45

2. IntraLATA and InterLATA Services Rates and Charges

a.	Option 1	Maximum
	Rate Per Minute:	\$0.45
b.	Option 2	
	Rate Per Minute:	\$0.45

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**3.5 Prepaid Card Service**

With Prepaid Card Service, cards may be purchased directly from the Company, usually via a vending machine located at the facility. Cards may be purchased in any denomination between \$5.00 and \$30.00. The Company assigns an authorization code to the inmate, and provides instructions for accessing and using the service.

The Company's system automatically informs the caller of the Available Usage Balance remaining on the Prepaid Card, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. With Prepaid Card Service, applicable state taxes and fees are included in the rates and charges for calling service.

Prepaid Cards purchased under this service are non-renewable. Unused balances may not be used following release from the Confinement Institution. Unused balances are refundable upon request.

3.5.1 Rates and Charges

The following rates include all taxes, surcharges, and fees, and apply to all intrastate calls.

A. Local Usage Rates

1.	Option 1	Maximum
	Rate Per Minute:	\$0.45
2.	Option 2	
	Rate Per Minute:	\$0.45

B. Intrastate Long Distance Rates

1.	Option 1	Maximum
	Rate Per Minute:	\$0.45
2.	Option 2	
	Rate Per Minute:	\$0.45

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**3.6 Ancillary Service Charges**

- 3.6.1 Automated Payment Fees (where available)** – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated payment fees \$3.00

- 3.6.2 Live Agent Fee** – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee \$5.95

- 3.6.3 Paper Bill/Statement Fees** – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees \$2.00

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - CONTRACTS**4.1 Contracts - General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Confinement Institution and Company and may include discounts on rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 5 – CURRENT RATES**5.1 Prepaid Institutional Service Rates and Charges****5.1.1 Local Services Rates and Charges**

- | | |
|--------------------|--------|
| A. Option 1 | |
| Rate Per Minute: | \$0.30 |
| B. Option 2 | |
| Rate Per Minute: | \$0.20 |

5.1.2 IntraLATA and InterLATA Services Rates and Charges

- | | |
|--------------------|--------|
| A. Option 1 | |
| Rate Per Minute: | \$0.30 |
| B. Option 2 | |
| Rate Per Minute: | \$0.20 |

5.2 Prepaid Card Service Rates and Charges**5.2.1 Local Usage Rates**

- | | |
|--------------------|--------|
| A. Option 1 | |
| Rate Per Minute: | \$0.30 |
| B. Option 2 | |
| Rate Per Minute: | \$0.20 |

5.2.2 Intrastate Long Distance Rates

- | | |
|--------------------|--------|
| A. Option 1 | |
| Rate Per Minute: | \$0.30 |
| B. Option 2 | |
| Rate Per Minute: | \$0.20 |

Issued:

Effective:

Issued by: Cathleen Engle, President
100 Aqua Drive
Cold Spring, KY 41076